

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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STOCK BUILDING SUPPLY, L.L.C.,

Plaintiff-Appellant,

v

DEPARTMENT OF ENERGY, LABOR AND  
ECONOMIC GROWTH HOMEOWNER  
CONSTRUCTION LIEN RECOVERY FUND,  
FIFTH THIRD BANK, CHRISTOPHER FORTE,  
LARA H. FORTE, MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC., FOR FIRST  
SECURITIES FINANCIAL SERVICES, INC.,  
DEBORAH TAYLOR, MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS,  
INC., FOR SALLIE MAE HOME LOANS, INC.,  
SHEILA RAYFORD, DEUTSCHE BANK  
NATIONAL TRUST COMPANY, CAROLYN J.  
MOORE, SHANEQUA S. OWENS, LASALLE  
BANK NATIONAL ASSOCIATION,  
FREDERICK O. THOMAS, ANITA M.  
THOMAS, MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC., FOR NEW  
CENTURY MORTGAGE CORPORATION,  
RONNIE M. HILL, MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS , INC., FOR AEGIS  
FUNDING CORPORATION, DARLITA B.  
SANDERS, MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC., FOR  
RESMAE MORTGAGE CORPORATION,  
VORONNIE D. MURRIEL, JOACHIM  
LOUTANGOU, MAKELE CLARISSE A/K/A  
MAKELE-MAMPEMBE CLARISSE  
NATACHA, EBONY WILLIS, MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS,  
INC., FOR PERFECT MORTGAGE, INC.,  
RODDIE BAKER, MAYA C. BAKER, VIRTIS  
ELION, VERONICA ELION, BRENDA  
HAGLER, J.P. MORGAN CHASE BANK N.A.,  
LEROY MCELVEEN, SOUTHSTAR FUNDING,

UNPUBLISHED

May 12, 2011

No. 295893

Wayne Circuit Court

LC No. 08-118761-CH

NATIONAL CITY BANK, and NATIONAL  
CITY MORTGAGE,

Defendants-Appellees,  
and

CROSSWINDS COMMUNITIES, INC,  
CROSSWINDS QUALITY HOMES, CREATIVE  
LAND DESIGN, INC., HAWKER  
DEVELOPMENT, L.L.C., GREAT LAKES  
FINISHERS, L.L.C., A.R. KRAMER COMPANY,  
INC., AM RES SVS D/B/A ANDY'S  
STATEWIDE, F.J. MANCHIK & SON  
TRUCKING, INC., CHURCH & CHURCH, INC.  
D/B/A CHURCH'S BUILDER WHOLESALE,  
ALLOY GUTTER CO., INC., CARLO TILE &  
MARBLE, EAST POINTE CONSTRUCTION,  
PLYMOUTH CONCRETE, INC.,  
MASTERBRAND CABINETS, INC., FOX  
BROTHERS COMPANY, GREENSCAPE 2000,  
INC., COMMERCIAL BUILDING MATERIALS,  
FIRECLASS, L.L.C., BERNARD GLIEBERMAN,  
CHARTER COUNTY OF WAYNE, and  
CHARTER COUNTY OF WAYNE HOME  
PROGRAM,

Defendants.

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Before: BECKERING, P.J., and WHITBECK and M. J. KELLY, JJ.

PER CURIAM.

Plaintiff Stock Building Supply, L.L.C. (Stock) appeals as of right from the trial court's order granting summary disposition of Stock's complaint and discharging Stock's claims of liens and amended claims of liens relating to Annapolis Pointe, a site condominium development located in Inkster, Michigan. We affirm.

### I. FACTUAL BACKGROUND

As a site condominium development, Annapolis Pointe is comprised of individual "units" consisting of separate homes, each located on their own lot. The Annapolis Pointe development project proceeded in two phases. Phase one consisted of Annapolis Pointe Condominium units 1-17 (Annapolis I); phase two consisted of Annapolis Pointe Condominium units 18-112 (Annapolis II). On March 29, 2006, defendant Hawker Development, L.L.C. (Hawker), the owner and developer of the property, filed a notice of commencement containing a metes and bounds description for the parcel that would become Annapolis I. On May 16, 2006, Hawker

filed a Master Deed for the project. Hawker later amended the Master Deed to include Annapolis II. Hawker filed a second notice of commencement on May 9, 2007, including as a single description the entire parcel comprising Annapolis II.

Stock supplied building materials and labor for certain units in Annapolis I and Annapolis II, at Hawker's request and pursuant only to an undated application for a line of credit with Stock, signed by defendant Bernard Gliberman on behalf of various companies owned by him, which would come to include Hawker. This credit application contained a section titled "sales agreement" setting forth certain boilerplate terms of any purchase by Gliberman or his companies from Stock using the applied-for line of credit, in the event a line of credit was granted. At oral argument, the parties were in agreement that Gliberman's credit application/sales agreement constituted a "contract" under the Construction Lien Act, MCL 570.1101 *et seq.*<sup>1</sup> However, the parties acknowledged that the credit application/sales agreement did not obligate Gliberman or any of his owned entities to purchase anything in particular from Stock, and did not identify any particular project or define the scope of any particular improvement to any specific real property. It is undisputed that there was no written contract between Stock and Hawker (or any related entity) specifically for the provision of labor or material by Stock to the Annapolis Pointe project, nor any agreement or writing providing for or requiring that Stock supply, or Hawker purchase, any certain amount or type of material for the Annapolis Pointe project. Thus, the Stock delivery documents and invoices are the only documentation evidencing the parties' transactions relative to the construction of any improvements to the real property comprising Annapolis Pointe. The course of the parties' dealings relative to the construction of improvements at Annapolis Pointe was such that Hawker would contact Stock for particular labor or material at its discretion, on a unit by unit basis, and Stock would provide the requested labor or material, on credit or "open account" pursuant to the line of credit Stock granted to Gliberman, and would invoice Hawker accordingly, on a unit by unit basis. Each of these individual transactions apparently was undertaken subject to the terms of payment set forth in the "sales agreement" portion of Gliberman's credit application.

On or about January 5, 2006, Stock first supplied labor or material to Hawker for the Annapolis Pointe project, by delivering material to Annapolis I units 15, 16, and 17. On January 25, 2007, Stock recorded a claim of lien as to "Annapolis Pointe (Lots 1-17)," referencing the meets and bounds legal description covering the entire parcel comprising Annapolis I set forth in the March 2006 notice of commencement. Stock's claim of lien was based on a date of last furnishing of November 10, 2006. At Hawker's request, Stock provided additional labor and materials to at least one unit in Annapolis I after the filing of its claim of lien. Hence, on November 1, 2007, Stock filed an "Amend [sic] Claim of lien" relating to Annapolis I, based on

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<sup>1</sup> The Construction Lien Act defines a "contract" as "a contract, of whatever nature, for the providing of improvements to real property, including any and all additions to, deletions from, and amendments to the contract." MCL 570.1103(4).

a last date of furnishing of August 8, 2007.<sup>2</sup> Stock's amended claim of lien specifically excluded units 8 and 17<sup>3</sup>; it included all remaining units in Annapolis I, without any specificity as to individual amounts owed or as to the timing of Stock's provision of labor or material to the individual units.

On September 28, 2006, Stock first supplied labor or material to units in Annapolis II. On January 3, 2008, Stock filed a claim of lien against "units 18-112, inclusive, Annapolis Pointe," using the legal description set forth in the notice of commencement pertaining to Annapolis II, based on a date of last furnishing of labor or material of October 11, 2007. At Hawker's request, Stock provided additional labor or material to units in Annapolis II thereafter, and Stock recorded an "Amended Claim of Lien" relating to Annapolis II on April 3, 2008, based on a last date of furnishing of January 24, 2008. Despite having provided labor or material to fewer than 25 of the 95 individual units included in Annapolis II, Stock did not exclude any individual units in this filing. Nor did Stock state with any specificity the individual amounts owed or the timing of Stock's provision of labor or material to the individual units in Annapolis II.

## II. TRIAL COURT PROCEEDINGS

Stock filed the instant complaint to foreclose on its two claims of lien. Stock named as defendants Hawker and Fifth Third Bank, who provided the construction financing for the project (as to those units Hawker continued to own); other construction lien claimants;<sup>4</sup> the

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<sup>2</sup> Stock provides no authority permitting the filing of an "amended claim of lien," and we find no provision for such a filing under the Construction Lien Act. Accordingly, the filing of an amended claim of lien has no effect on the calculation of the time within which Stock was required to file suit to enforce its claims of lien under section 1117(1) of the Construction Lien Act, MCL 570.1117(1). That section provides that "[p]roceedings for the enforcement of a construction lien and the foreclosure of any interests subject to the construction lien *shall not be brought later than 1 year after the date the claim of lien was recorded.*" MCL 570.1117(1) (emphasis added). Consequently, while Stock's November 1, 2007 amended claim of lien may constitute a valid claim of lien in its own right as to the additional labor and material provided by Stock to units in Annapolis I subsequent to the filing of Stock's January 25, 2007 claim of lien, Stock's filing of the instant complaint, on July 25, 2008, was untimely as to the enforcement of its January 25, 2007 claim of lien. MCL 570.1117(1).

<sup>3</sup> Stock indicates that it excluded units 8 and 17 from this lien, "because when those units were sold, Stock was contacted for a payoff and waiver [of lien]." (Stock's appellate brief, 6).

<sup>4</sup> A number of those named as defendants below that are not parties to this appeal were holders of construction liens against Hawker. Consequently, there were a number of counterclaims, cross-claims, and third-party claims filed below. None of these claims are at issue in this appeal.

purchasers of the completed site condominium units and their lenders; and the Homeowner Construction Lien Recovery Fund.<sup>5</sup>

Fifth Third moved for summary disposition of Stock's complaint in its entirety, pursuant to MCR 2.116(C)(8) and (10), on the basis that Stock's recording of "blanket" liens covering multiple condominium units, including units to which Stock had not supplied any labor or material, violated the Construction Lien Act, MCL 570.1101 *et seq.*, and the Condominium Act, MCL 559.101 *et seq.* Fifth Third asserted that these acts require that construction liens only attach to the specific condominium unit to which the lien claimant provided labor or materials and that Stock's invoices established that, as to many of the units for which Stock did provide materials and labor, its claim of lien was not timely filed.

On the same date that Fifth Third filed its motion, a group of 13 homeowners and their lenders<sup>6</sup> separately moved for summary disposition. They, too, asserted that Stock's claims of lien were invalid because they were filed against multiple units and that as to each of their individual units, the liens were filed outside the 90-day period mandated by the Construction Lien Act and related authority. The homeowners/lenders supplied the trial court with documentary evidence demonstrating that the last date upon which Stock furnished labor or material to their respective individual units was well more than 90 days—and in some cases more than eight months—prior to its filing of Stock's respective "blanket" claims of lien.

Stock did not contest that, as to certain individual units, including those owned by the 13 homeowners seeking summary disposition, its claims of lien were filed more than 90 days after the last furnishing of labor or material to those specific units. Stock asserted, however, that it filed its claims of lien within 90 days of the last furnishing of labor or materials to the Annapolis I and Annapolis II properties as described in the respective notices of commencement filed by Hawker, and thus, that its claims of lien covering the entirety of those properties were timely filed. In support of its response, Stock provided an affidavit from its credit manager stating that it was Stock's customary practice to file its claims in accordance with the legal description contained in the pertinent notice of commencement and that the respective notices of commencement for Annapolis Pointe described each phase of development as a single parcel.

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<sup>5</sup> On September 15, 2008, Stock voluntarily dismissed the owners/lenders for units 14 and 21. During the course of discovery, Stock admitted that it did not claim any lien against Annapolis II units 18-20, 22-25, 27, 29-42, 45, 47, 53, 56-62, 64-75, 81, and 85-112, to which it had supplied no labor or material. And, Stock's amended claim of lien for Annapolis I excluded units 8 and 17. Thus, entering June 2009, Stock asserted that its claims of lien attached only against Annapolis I units 1-7, 9-13, and 15-16, and Annapolis II units 26, 28, 43-44, 46-52, 54-55, 63, 76-80, and 82-84.

<sup>6</sup> These homeowners are the purchasers of units 4, 5, 6, 9, 10, 11, 12, 15, 16, in Annapolis I, and of units 49, 50, 52, and 79 in Annapolis II.

The trial court granted the motions for summary disposition, concluding that Stock was required to file its claims of lien on a unit-by-unit basis, within 90 days of the date of last furnishing to each individual unit. Accordingly, the trial court held that Stock's claims of lien were invalid as to any unit for which the last date of furnishing was more than 90 days before the filing of the claim of lien, and further, that if no labor or material had been supplied to a particular unit, "there's no lien" on that unit. Ultimately, as reflected in the trial court's October 30, 2009 order effectuating its ruling, Stock's claims of lien were discharged as to all units involved in this litigation and its complaint was dismissed in its entirety. This appeal followed.

### III. STANDARD OF REVIEW

This Court reviews a trial court's decision on a motion for summary disposition *de novo*. *Dressel v Ameribank*, 468 Mich 557, 561; 664 NW2d 151 (2003). Where, "the facts of a case are uncontroverted and the only question left is what legal conclusions can be drawn from the facts," the question presented is one of law for resolution by the court. *Moll v Abbott Laboratories*, 444 Mich 1, 26; 506 NW2d 816 (1993). This Court also reviews questions of statutory interpretation *de novo*. *Safian v Simmons*, 477 Mich 1, 8; 727 NW2d 132 (2007).

### IV. ANALYSIS

Stock argues that the trial court erred by concluding that its claims of lien were not timely filed. Stock asserts that it was entitled by the Construction Lien Act to rely on the description of the property set forth in the respective notices of commencement, and that, because the notices of commencement included multiple units, it was allowed to lien based on the multiple unit descriptions. Accordingly, Stock argues that the filing of its respective claims of lien, within 90 days of the last provision of labor or material to any unit within the respective multiple unit descriptions set forth in the notices of commencement for Annapolis I and Annapolis II, was timely. We disagree.

The primary goal of judicial interpretation of statutes is to ascertain and give effect to the intent of the Legislature. *People v Stanaway*, 446 Mich 643, 658; 521 NW2d 557 (1994). The starting point in every case involving construction of a statute is the language itself. *House Speaker v State Admin Bd*, 441 Mich 547, 567; 495 NW2d 539 (1993). If the language used is clear, then the Legislature must have intended the meaning it has plainly expressed, and the statute must be enforced as written. *Gebhardt v O'Rourke*, 444 Mich 535, 541-542; 510 NW2d 900 (1994). However, if reasonable minds can differ with regard to the meaning of a statute, judicial construction is appropriate. *Dep't of Social Servs v Brewer*, 180 Mich App 82, 84; 446 NW2d 593 (1989). The court must look to the object of the statute in light of the harm it is designed to remedy and apply a reasonable construction that best accomplishes the purposes of the statute. *Marquis v Hartford Accident & Indemnity (After Remand)*, 444 Mich 638, 644; 513 NW2d 799 (1994).

The Construction Lien Act, MCL 570.1101 *et seq.*, "control[s] all rights to a construction lien arising from any project" for which a contract was first entered into after 1982. MCL 570.1301(1), (3). Section 111(1) of the Construction Lien Act, provides:

[n]otwithstanding section 109 [providing for notices of furnishing], the right of a contractor, subcontractor, laborer, or supplier to a construction lien created by this act shall cease to exist unless, *within 90 days after the lien claimant's last furnishing of labor or material for the improvement, pursuant to the lien claimant's contract, a claim of lien is recorded* in the office of the register of deeds for each county where the real property to which the improvement was made is located. A claim of lien shall be valid only as to the real property described in the claim of lien and located within the county where the claim of lien has been recorded. [MCL 570.1111(1) (emphasis added).]

As this Court recently reaffirmed in *Stock Building Supply LLC v Parsley Homes of Mazuchet Harbor*, \_\_\_ Mich App \_\_\_, \_\_\_ NW2d \_\_ (2011):

The Construction Lien Act is a remedial statute that sets forth a comprehensive scheme aimed at protecting “the rights of lien claimants to payment for expenses and . . . the rights of property owners from paying twice for these expenses.” [Solution Source, Inc v LPR Assoc Ltd Partnership, 252 Mich App 368, 373-374; 652 NW2d 474 (2002).] It is to be liberally construed “to secure the beneficial results, intents, and purposes” of the act. MCL 570.1302(1).

Generally, the Construction Lien Act requires only substantial compliance. MCL 570.1302(1); *Big L Corp v Courtland Const Co*, 482 Mich 1090; 757 NW2d 852 (2008). However, the 90-day time limitation for filing claims of liens set forth in MCL 570.1111(1) is to be strictly enforced. *Northern Concrete Pipe, Inc v Sinacola Companies-Midwest, Inc*, 461 Mich 316, 323; 603 NW2d 257 (1999). This is because, “[w]ith respect to the statutory language in question, the most reasonable interpretation of ‘90 days’ is precisely ‘90 days,’ particularly where, as here, the statute emphasizes that the lien “cease[s] to exist” if not recorded within the ninety-day deadline.” *Id.* at 322-323.

MCL 570.1111(1) provides precisely 90 days from the last date of furnishing of labor or material for the improvement, *pursuant to the lien claimant's contract*. *Northern Concrete Pipe*, 461 Mich at 322-323. Thus, the time within which a claim of lien is to be filed is determined by reference to the contract pursuant to which the labor or material is provided, and which thus defines the scope of the improvement for which the lien (if timely filed) exists. MCL 570.1107; MCL 570.1111(1); MCL 570.1114. The importance of the 90-day time limitation for filing claims of lien was explained by our Supreme Court in *Northern Concrete Pipe*:

Absent strict compliance with the ninety-day filing requirement of MCL § 570.1111(1) . . . every construction project could create a potential cloud on the title to property, creating uncertainty in land titles. Moreover, where property owners and subsequent purchasers rely on the clear and unambiguous requirements of MCL § 570.1111(1) . . ., and find no notice of lien filed with the county office of the register of deeds, it would be inequitable to later subject those parties to the risk of foreclosure. Under these circumstances, certainty of title could only be achieved by researching the complete history of improvements with respect to a particular parcel of property and painstakingly obtaining waivers of

lien from each contractor, subcontractor, materials supplier, and laborer. [*Id.* at 323.]

Such implications, absent strict compliance, are not the intent of the Construction Lien Act. *Id.*

Under the Construction Lien Act, then, plainly Stock had 90 days—and precisely 90 days—from the date of “last furnishing of labor or material for the improvement, pursuant to [its] contract” to file its lien pertaining to that improvement. MCL 570.1111(1). It is undisputed that there was no written contract between the Stock and Hawker (or any related entity) establishing the scope of the improvement at Annapolis Pointe to which Stock was contributing its labor and material. Stock points to the credit application/sales agreement signed by Glieberman on behalf of his owned entities as the pertinent “contract” under the Construction Lien Act. However, it is undisputed that the credit application/sales agreement provides no description, nor does it contain anything to delineate the scope, of any “improvement.”<sup>7</sup> Thus, while the credit application/sales agreement may have governed the terms of payment between the parties, it is of no aid, in and of itself, in determining the scope of the improvement to which Stock supplied labor and material for the improvement of the real property comprising Annapolis Pointe, for the purposes of determining the date on which the 90-day period set forth in section 111(1) of the Construction Lien Act, MCL 570.1111(1), for the filing of Stock’s claim(s) of lien commenced. The evidence presented below plainly established that Hawker made its purchases for the Annapolis Pointe development on an open account and on a unit by unit basis, pursuant to the non-specific credit application (and its accompanying payment terms set forth in the “sales agreement”) executed by Glieberman for any and all of his entities and projects. Other than this credit application, the only documentation pertaining to the parties’ dealings were Stock’s delivery documents and invoices, which indicated that material was ordered, delivered to, and billed separately for specific, individual condominium units; Stock supplied its labor and material to each individual unit by way of separate and independent transactions with Hawker. Consequently, in the absence of any written contract setting forth the scope of the improvement to which Stock was furnishing labor and material at Annapolis Pointe, we find that “the improvement” to which Stock was supplying labor or material was the individual condominium unit to which each transaction pertained. Accordingly, Stock was required by MCL 570.1111(1) to file its claim of lien within 90 days of the last furnishing of labor or material to each individual unit.

MCL 570.1111(2) provides that a claim of lien is to identify the legal description of the property against which the lien is claimed, as set forth in the notice of commencement. MCL 570.1111(2) thus required that Stock’s claims of lien reference the legal description set forth in

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<sup>7</sup> We accept, without opining on the legal correctness of, the parties’ characterization of the credit application/sales agreement as a “contract” under the Construction Lien Act, even as we note that the agreement did not impose any obligation on either party with respect to the Annapolis Pointe project, or any other project or undertaking by Glieberman and his owned entities.



the notices of commencement filed by Hawker. Accordingly, the form of Stock's lien substantially complied with MCL 570.1111(2) in this regard. However, MCL 570.1111(2) does not address or concern the timing of the filing of the lien in any way. Likewise, MCL 570.1111(1) makes no reference whatsoever to the legal description of the property, or to the notice of commencement, when specifying the time frame in which claims of lien are to be filed. By the plain language of the statute, the commencement of the 90-day period for filing a claim of lien is determined by the scope of the improvement to be provided, as defined by the contract pursuant to which the labor or material are being furnished. It is not determined by reference to the scope of the property included in the legal description set forth in the notice of commencement. Thus, considering the facts presented here, section 111(1) of the Construction Lien Act, MCL 570.1111(1), required Stock to file individual claims of lien as to any unit in Annapolis Pointe to which it supplied labor or material, within 90 days of the last furnishing of that labor or material to that unit.

Stock cites *Vugterveen Systems v Olde Millpond*, 454 Mich 119; 560 NW2d 43 (1997), as requiring a different result. In *Vugterveen*, our Supreme Court held that a single claim of lien filed by the plaintiff against two two-unit condominium buildings in a single project, and provided pursuant to a contract for that specific project, was enforceable, where the notice of commencement described the property to be improved as including both buildings and the contractor actually performed work on condominium units in both buildings, and despite the fact that the contractor was completely paid for its work on the units in the first building before entering into the written agreement to perform work on the units in the second building. However, there was no issue as to the scope of the improvement or as to whether the claim of lien was timely filed in that case. Rather, the lien was challenged on the basis that, after firing the general contractor and all subcontractors and then paying subsequent contractors to complete the project, the owner had paid a total to complete the project that was more than the original contract price. The lien was also challenged on the basis that the plaintiff failed to timely serve a notice of furnishing as required by MCL 570.1109, thus invalidating the claim of lien. *Id.* at 127-134. The Court determined that the owner could only credit payments made to the first contractor to defend against the lien filed by a subcontractor of the first contractor, but that it could not point to payments made to the second contractor (under whom the subcontractor did not work) to defend against the subcontractor's lien. *Id.* at 129-130. The Court further determined that the failure to timely provide a notice of furnishing did not provide a defense to the subcontractor's lien under the facts presented. *Id.* at 130-131. The Court did not consider the manner in which MCL 570.1111(1) applies to condominium projects or to situations where there is no contract between the parties defining the scope of the improvement. Thus, *Vugterveen* has no bearing on the instant case.

Stock also cites to this Court's recent unpublished decision in *Contract Supply Co Inc v Adco Stratford Village North*, unpublished opinion per curiam of the Court of Appeals, issued May 11, 2010 (Docket No. 289172). We note that *Contract Supply* does not constitute binding authority. MCR 7.215(C). Further, *Contract Supply* is readily distinguishable from the case at hand and thus, we find it neither instructive nor persuasive here. In *Contract Supply*, a panel of this Court upheld a claim of lien filed against an entire phase of construction in a condominium project by reference to the meets and bounds description set forth in the notice of commencement, even though the contractor did not furnish labor or material to every unit in the phase. However, in that case, the contractor provided labor and material to the phase of

construction for which the lien was claimed pursuant to a written contract specifically defining the scope of the improvement against which the claim of lien could be filed. Additionally, unlike here, there was no assertion in *Contract Supply* that the lien ceased to exist pursuant to MCL 570.1111(1) because it was not filed within 90 days of the last furnishing of labor or material to the improvement pursuant to the contract.

Stock asserts that a contractor providing an improvement to a site condominium development, which is described in a notice of commencement with a metes and bounds description covering the entire development or a phase of development, is permitted to wait and file all claims of lien within 90 days of the last furnishing to any unit in the development or phase of development, even in the absence of any written agreement defining the scope of the improvement and where, as here, such claim of lien is filed well beyond 90 days after the last furnishing for individual units. As noted by the trial court, taken to its extreme, Stock's position could result in liens being filed years after the contractor's contribution to the construction of an individual unit has concluded and that individual unit has been sold. Certainly, the Construction Lien Act is a remedial statute intended to protect the rights of contractors to payment for wages or materials when others have been provided with notice that there may be outstanding liens against the property because construction work is in progress. *MD Marinich, Inc v Michigan Nat'l Bank*, 193 Mich App 447, 453; 484 NW2d 738 (1992). Still, the Legislature has imposed certain and definite limits on the timing and scope of the claiming of construction liens, so as to protect owners and purchasers of property, including that claims of lien be filed within a very short period of time after a contractor's work is finished, which commences upon the last furnishing of labor or material for an improvement *pursuant to a contract defining the scope of that improvement*. MCL 570.1111(1). Here, in the absence of a written contract defining the scope of the improvement, the dealings of the parties established that Stock supplied labor and material to Annapolis Pointe on a unit by unit basis, at the request of the builder. Thus, each unit constituted a separate and distinct "improvement," within the meaning of MCL 570.1111(1), for which Stock had a claim of lien. Consequently, MCL 570.1111(1) required that Stock claim its lien for labor or material for improvements to individual Annapolis Pointe condominium units within 90 days of the last furnishing of labor or material for each individual unit. Stock concedes that, if it was not permitted to file a single claim of lien as to each phase of development, its claims of lien were not timely filed under MCL 570.1111(1). Thus, the trial court properly discharged Stock's liens against the condominium units involved in this litigation.<sup>8</sup>

Because we conclude that Stock's claims of lien were not timely filed under section 111(1) of the Construction Lien Act, MCL 570.1111(1), we need not consider whether sections 61 or 132 of the Condominium Act, MCL 559.161 and MCL 559.232, require that a contractor

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<sup>8</sup> We again note that, as to its January 25, 2007 claim of lien on units in Annapolis I, Stock filed its instant complaint well-beyond the one-year period provided for enforcement of its lien set forth in section 117(1) of the Construction Lien Act, MCL 570.1117(1). Thus, Stock's action to enforce that lien is untimely and, consequently, Stock is precluded by section 117(1) of the Construction Lien Act, MCL 570.1117(1), from seeking to foreclose on, or otherwise enforce it.

file individual claims of lien on each condominium unit to which it supplies labor or material, regardless of the scope of the improvement defined by the pertinent contract. Likewise, because we conclude that under the facts and circumstances of the parties' dealings here, Stock was required to file its claims of lien on a unit-by-unit basis, we need not address whether, as Stock asserts, there is a distinction between the timely *recording* of a claim of lien under MCL 570.1111(1) and the *attachment* of that lien to individual condominium units, under MCL 570.1126 and MCL 559.232. Stock has conceded that, if it was required to file its liens on a unit by unit basis, its claims of lien were not timely filed under MCL 570.1111(1). Because we find that Stock was required to do so under the undisputed facts and circumstances presented here, Stock's liens ceased to exist, and it is immaterial the manner in which they may have attached to the individual units.

Affirmed.

/s/ Jane M. Beckering  
/s/ William C. Whitbeck  
/s/ Michael J. Kelly